

- C. SELLER warrants that the Feeder Pigs will be in merchantable condition upon loading onto TRI COUNTY TRANSPORT's truck(s). Any non-qualifying pigs arriving at BUYER'S destination will be adjusted according to the NON-QUALIFIED AND SUSPECT PIG DESCRIPTION & PRICE ADJUSTMENT SCHEDULE attached hereto as EXHIBIT "A", said attachment becoming a part of this AGREEMENT.
- D. SELLER agrees to use a genetic program capable of producing lean hogs that consistently meet requirements for the duration of this contract. Failure to comply with this provision shall constitute a breach under this agreement. Seller however has no control of packer base price, in case of change seller will work as quickly as possible to improve his genetics.

10. SELLERS PROTOCOL FOR FEEDER PIGS.

SELLER agrees to implement and maintain a Bio-Security Protocol, which shall include but not be limited to:

- A. SELLER'S nursery personnel shall have no other pork production duties except for the care of the Nursery operation.
- B. There will be no other pork production on the premises.
- C. SELLER will inspect Feeder Pigs prior to and at loading upon TRI COUNTY TRANSPORT's truck(s).
- D. SELLER warrants that all contract producers are at Level III of the Pork Quality Assurance Program, or will obtain Level III of such Program by January 1, 1999.
- E. Depending on the destination, environment, or factors, BUYER may request vaccination prior to shipping, which SELLER will assist in fulfilling the request at BUYER'S expense.

11. HOLD HARMLESS/INDEMNIFICATION.

Each Party hereto agrees to defend, indemnify and hold harmless the other, its employees, agents, and assigns, from and against all claims, actions, demands, damages and expenses including reasonable attorney fees, arising out of the party's performance or failure to perform hereunder, except to the extent caused by negligence or willful misconduct of the other